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10 Attorneys for CedarCrestone, Inc.

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF NEVADA**

13 ORACLE USA, INC., a Colorado corporation,
14 ORACLE AMERICA, INC., a Delaware
15 corporation; and ORACLE INTERNATIONAL
16 CORPORATION, a California corporation,

17 Case No. 2:10-CV-0106-LRH-PAL

18 Plaintiffs,

19 v.
20 **DECLARATION OF BRIAN E. FEES IN
21 SUPPORT OF NON-PARTY
22 CEDARCRESTONE INC.'S SURREPLY
23 IN RESPONSE TO PLAINTIFFS'
24 REPLY IN SUPPORT OF ITS MOTION
25 TO MODIFY PROTECTIVE ORDER**

26 RIMINI STREET, INC., a Nevada corporation;
27 and SETH RAVIN, an individual,

28 **[REDACTED]**

1 Defendants.

2 AND ALL RELATED COUNTER CLAIMS.

3 I, Brian E. Fees, hereby declare as follows:

4 1. I am over the age of eighteen years, am competent to testify in this action, and have
5 personal knowledge of the following facts and could and would testify competently to them if called
6 as a witness. I make this Declaration in support of Non-party CedarCrestone Inc.'s Reply in support
7 of Countermotion for Stay.

8 2. I am Chief Financial Officer for CedarCrestone, Inc. ("CedarCrestone"). I hold a
9 Bachelor of Science in Engineering from Arizona State University in Industrial and Systems
10 Engineering and a Master of Science (SM) from the Massachusetts Institute of Technology Sloan
11 School of Management. I have been employed at CedarCrestone since December 11, 2000.

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3. Although it did not agree with Oracle's position, as soon as CedarCrestone realized that Oracle claimed that certain aspects of its [REDACTED] business posed intellectual property issues, CedarCrestone undertook a voluntary and orderly cessation of that very small part of its business (which it had started to help Oracle retain customers) and asked Oracle's assistance in minimizing the damage that cessation would cause to Oracle's licensees who depended on CedarCrestone's services to produce [REDACTED]
[REDACTED].

4. Oracle has failed to provide that minimal assistance, which primarily consists of a request to review a brief list of joint customers which are (1) paying Oracle for ongoing maintenance and (2) [REDACTED]
[REDACTED].

5. This has left CedarCrestone to do its best to balance the contractual rights and business needs of its and Oracle's customers against Oracle's unproven claims, as stated in the Rimini lawsuit, that the third party support being provided to those customers infringes upon Oracle intellectual property.

6. Had Oracle provided the requested transition assistance, CedarCrestone would be able to exit the [REDACTED] business at a faster pace.

7. It cannot just shut down the business on a moment's notice and leave the Oracle/CedarCrestone customers unable to [REDACTED].

8. The wind down of the business unit is proceeding at the pace CedarCrestone has disclosed to Oracle.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 28th day of June, 2012.

/s/ Brian E. Fees
Brian E. Fees

CERTIFICATE OF SERVICE

I hereby certify that on June 28, 2012, I served via CM/ECF a true and correct copy of the foregoing **DECLARATION OF BRIAN E. FEES IN SUPPORT OF NON-PARTY CEDARCRESTONE INC.'S SURREPLY TO PLAINTIFFS' REPLY IN SUPPORT OF ITS MOTION TO MODIFY PROTECTIVE ORDER**, to all parties and counsel as identified on the CM/ECF-generated Notice of Electronic Filing.

/s/ Jana Dailey
Jana Dailey
An employee of DUANE MORRIS LLP